



# City Council Study Session

**Tuesday, April 8, 2014**

**6:00 p.m.**

**City Hall 6th Floor Study Session Room**

**Dinner Provided :  
Serafini's**

**Approx.  
Time**

**ITEMS**

**Representative**

**Mayor**

Richard N. McLean

**Mayor Pro-Tem**

Kirby Wallin

**Council Members**

**Ward I**

Joan Kniss

**Ward II**

Rex Bell

Cynthia A. Martinez

**Ward III**

Lynn Baca

Ken Kreutzer

**Ward IV**

J.W. Edwards

Mark Humbert

Pledge of Allegiance to the American Flag

6:00

**POLICY ITEMS**

**STUDY SESSION ITEMS**

6:15

Old Senior Center/Community Center  
Usage Considerations

Margaret Brocklander  
Murphy Robinson

6:45

Community Schools

Kristen Chernosky

7:15

Credit Card & E-Check Convenience Fee

Dan Frelund

7:30

Investment Policy Discussion Presentation

Dan Frelund

8:00

Key Sign Plaza License Agreement

Marv Falconburg

8:15

**ADMINISTRATIVE ITEMS**

Public Information Office Update

Flyer Regarding Maintaining Property

Probation Report

City Council Pre-Budget Advance—June 24, 2014

“Love of City” Names

**EXECUTIVE SESSION**

**For a conference with the City Attorney for the purpose  
of receiving legal advice on specific legal questions under  
C.R.S. Section 24-6-402(4)(b)**

Denver International Airport

500 South 4th Avenue  
Brighton, CO 80601  
303-655-2056  
nhoel@brightonco.gov

*The City of Brighton's purpose is to provide essential services and progressive leadership to  
enhance the quality of life for the community.*

CITY OF BRIGHTON

# RENOVATION PROPOSAL AND PLAN FOR THE BRIGHTON COMMUNITY CENTER

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REVITALIZATION OF THE HISTORIC  
COMMUNITY CENTER



575 BUSH ST.  
BRIGHTON, CO



# PROPOSAL AND UTILIZATION PLAN

PROVIDING THE NECESSARY TOOLS FOR OUR COMMUNITY TO  
PROSPER

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## BRIGHTON COMMUNITY CENTER BUILDING HISTORY

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575 Bush St Brighton, CO has a rich history that few in Brighton are aware of. This historic Bush St location was built in 1919 by architect William Redding, as a one- story building to be utilized in the Brighton community for city-sponsored events and meetings. During construction, it was decided that the building would be utilized as the new Brighton City Hall. At the beginning of the building's rich 95-year history, it housed numerous city entities to include public works, city administration, and the Brighton Fire Department. This building housed a then state-of-the-art boiler, pump house, coal rooms, and machinery where all of the city's water and electric utilities were pumped and managed. The building housed a 24-hour "pump man" to monitor the utilities. Today in the basement of the building, the pump house still exists.

While serving as both the utilities headquarters and the Brighton City Hall, the building was also a venue of choice for multiple public events. On Feb. 13, 1919, a request was presented to the City Council to allow Brighton's young people to have dancing parties in the assembly room of the new building. It was granted as long as a dance permit was obtained from the town clerk.

In 1946, the City Hall building became the Brighton Library. In 1970, the Brighton Public Library became part of the Adams County Public Library. On Aug. 3, 1972 the Brighton Branch of the Library moved to 575 8th Ave.

During the 1980's it became tradition for some members of the senior class to climb the water tower and paint the year of their graduation on the tower. Since the tower was no longer in use and thought to be a hazard, it was removed in 1993 and a parking lot replaced the tower.

In 1976, the building was leased by the city and designated to be used as a Senior Center. In 1986, another federal grant was issued to expand the facility and was completed the summer of 1986. A kitchen and cafeteria were added along with a rejuvenation of the community room.

In January 2012, the Senior Center relocated to a new building- The Eagle View Adult Center. Since the opening of the Eagle View Adult Center the former Senior Center is vacant. On 03/13/2014 the Historic Preservation Commission made a recommendation to city council that 575 Bush St be designated a historic building in Brighton.



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## BRIGHTON COMMUNITY CENTER UTILIZATION PLAN

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As we move forward in deciding utilization and designation of the municipally-owned building, it is important to maintain the buildings rich history in public service that it has provided our community in past generations. In considering this effort, it is recommended that the Brighton City Council consider 575 Bush St. to become the Brighton Community Center.

### *What is the Brighton Community Center?*

The Brighton Community Center is a venue which would house a community resource center and a multitude of services within our community that directly impact and provide service to Brighton's youth and families. Working directly in the Brighton Community Center would be Brighton's Youth and Family Services Division which includes but not limited to: Youth Services, The Brighton Youth Commission, and Community Schools Program, tutoring health care, dental care, etc.

The Brighton Community Center will also encompass rooms and areas that can be utilized/rent or leased to organizations which require working space. Parts of the building could be available for cultural and performing arts preparatory and rehearsal space. In the 2013-2014 performing season, the city of Brighton has hosted over 40-50 productions, concerts, professional performances, etc. Brighton has many growing and thriving arts programs within the city, but the organizations and individuals that provide the programming do not have a common work space which may be adequate for the programming provided. The Community Center could be a resource the arts and cultural community in Brighton could definitely benefit from due to the capability of providing varying hours of operation in the facility.

### *DOLA Grant Application:*

The city of Brighton has applied for a \$150,000 Energy Impact Grant to help offset the cost for the community center. This grant will be applied to the renovation cost only, and is a one time disbursement.

### *Tentative Timeline:*

- ✓ Bidding Process complete by June 2014
- ✓ Renovations complete by December 2014
- ✓ Furniture and equipment furnishing by end of January 2015
- ✓ Brighton Community Center Open February 2015

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## BRIGHTON COMMUNITY CENTER RENOVATION AND OPERATING COST ESTIMATE

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The information below details the estimated cost to renovate, supply and operate the Community Center, both initially and annually.

### Renovation Cost

ITEM	COST
Electrical repairs/lighting upgrade	\$ 23,000.00
Boiler Replacement	\$50,000.00
Painting and wall/ ceiling repair	\$11,000.00
Elevator – Replacement	\$112,000.00
Clinic floor replacement	\$ 4,000.00
HVAC Replacement	\$ 52,000.00
Restroom Renovation	\$ 45,000.00
IT network	\$ 17,000.00
Parking lot – Repair, slurry coat and seal	\$ 11,000.00
South Entrance Landing and Step Replacement	\$ 50,000.00
FF&E Cost (breakdown included on next page)	\$ 78,000.00
<b>Total</b>	<b>453,000.00</b>

DOLA Grant: \$150,000

City Contribution: \$303,000

\$ 453,000

**Initial FF&E Cost:**

<b>ITEM</b>	<b>COST</b>
Computers (7 – 2 for staff; 5 for computer lab)	\$11,000.00
Copier	\$16,000.00
Furniture	\$30,000.00
2 Televisions (Community Room)	\$2,000.00
Refrigerator	\$1,500.00
Misc. Supplies	\$10,000.00
Training	\$5,000.00
Caballing	\$2,500
<b>Total:</b>	<b>\$78,000.00</b>

The total cost of FF&E has been included in the total sum from the DOLA and City Contributions.(See previous page)

## Estimated Annual Operating Cost

### Staff (Based on Starting Wages)

- Custodian – 5 days/wk at \$12.68/hr x 5hrs/day = \$317 x 52wks = \$16,484 plus benefits.
- Part-time building monitor (after hours/weekends)- \$16,000

Total Staff Annual Estimation: \$32,484.00

### Utilities

- Electrical cost = \$7,500/yr.
- Electrical for Empty Building annually= \$1300.00
- Gas cost = \$3,500/yr.
- Gas for empty building annually = \$6,000.00

Total Utilities Annual Estimation: \$11,000.00 (\$7,300.00 already being spent on building utilities)

**\$3,700.00 new cost**

### Maintenance Budget

- Custodial Supplies – Historical costs = \$2,000
- Maintenance Supplies – Historical costs = \$1,500
- Repair & Maintenance – Historical costs = \$5,000

Total Budget Annual Estimation: \$8,500

**TOTAL ANNUAL OPPERATING COST: 44,684.00**

**Public Information & Community Resources  
Youth Services Division**

***Reference: Community Schools Initiative***

To: **Mayor Dick McLean and Members of City Council**

Through: **City Manager Manuel Esquibel**

Prepared By: **Kristen Chernosky and Tawnya Russell**

Date: **April 3, 2014**

**PURPOSE**

Consider City of Brighton's initiation of the Community Schools concept in partnership with the 27J School District and community partners to support improved student learning in the community.

**BACKGROUND**

In October 2013, Brighton City Council and city staff had the opportunity to meet with leaders from Washington, D.C. to discuss the concept of Community Schools. A Community School is both a place and a set of partnerships between the school (or schools) and other community resources. It is integrated focus on academics, health and social services, youth and community development, and community engagement leads to improved student learning, stronger families, and healthier communities.

Since October, staff has had the opportunity to research the Community Schools concept more in depth and explore how it could be best implemented in Brighton. Through the Youth Services Division, we are proposing a two-part approach to the Community Schools initiative:

*Part One*

Through our conversations with the 27J School District, we have learned there is a need for the coordination of connecting outside resources to at-risk students and their families. The Community Schools concept identifies a Community Resources Coordinator position that works hand-in-hand with the schools and is responsible for building relationships with school staff and community partners, for engaging the families and community residents an efficient delivery of supports to students both inside and outside the classroom. This position would be housed in the Youth Services Division and work closely with the schools while also helping to build the Community Schools concept. The proposed start date for this position would be July 1, 2014 so the Coordinator can begin working with schools upon their return from summer break.

*Part Two*

The second part of the Community Schools concept that would support students and families in Brighton is the implementation of a Community Schools center. The center would provide a place for students and families to go for various resources such as tutoring, mentoring, skill building classes, health and social services, and enrichment activities. The center would bring outside organizations together in collaboration of providing needed resources to students and families to help them learn and grow.

**Financial Impact:**

The 2014 cost of this initiative would call for a Community Resources Coordinator. For the remainder of the 2014 fiscal year, the estimated cost would be about \$32,000. This would include salary and benefits, equipment, and program costs.

**Attachments**

*What is a Community School* by the Coalition for Community Schools

*Community Schools Frequently Asked Questions* by the Coalition for Community Schools

## **Community Schools Initiative Costs**

### **Part 1 - 2014**

- Community Resource Coordinator (Beginning in July) – \$24,000
- Computer - \$1,500
- Programming Costs - \$5,000
- Furniture - \$1,500

**Total: \$32,000**

# COALITION FOR COMMUNITY SCHOOLS

## What is a Community School?

A community school is both a place and a set of partnerships between the school and other community resources. Its integrated focus on academics, health and social services, youth and community development, and community engagement leads to improved student learning, stronger families, and healthier communities. Community schools offer a personalized curriculum that emphasizes real-world learning and community problem-solving. Schools become centers of the community and are open to everyone – all day, every day, evenings, and weekends.

Most people think of schools today as serving a single purpose: a binary, analog-system of delivery - teachers teach and students learn. Community schools are more akin to smart phones. Schools and communities connect, collaborate, and create. Children and families have an array of supports from community partners right at their school. Communities and schools leverage their shared physical and human assets to help kids succeed.

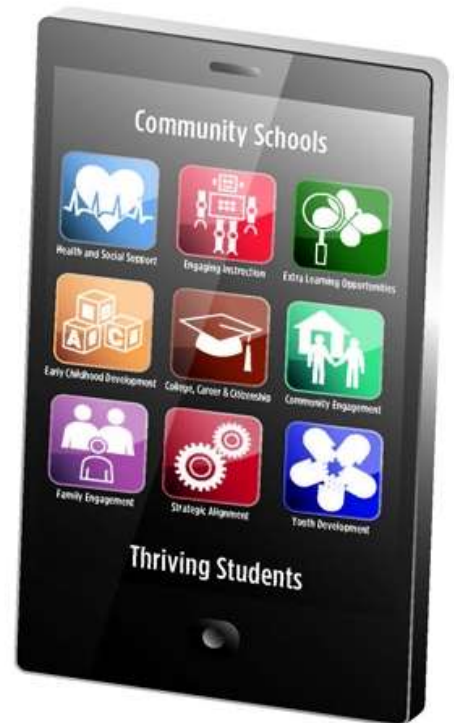
Community schools contain a host of opportunities and supports built-in that give students and parents all the tools they need to learn and grow.

### What People Think of Schools Today



**Conventional School  
Model**

### Community Schools are Smart Schools



**Community Schools**

# COALITION FOR COMMUNITY SCHOOLS

## What is a Community School?

Using public schools as hubs, community schools bring together many partners to offer a range of supports and opportunities to children, youth, families and communities. Partners work to achieve these results: Children are ready to enter school; students attend school consistently; students are actively involved in learning and their community; families are increasingly involved with their children's education; schools are engaged with families and communities; students succeed academically; students are healthy - physically, socially, and emotionally; students live and learn in a safe, supportive, and stable environment, and communities are desirable places to live.

### Strategic Alignment



Just like smart phones, community schools have an infrastructure or operating system that makes all the 'apps' work in a synchronized manner. A **school-site leadership team**, often comprised of educators, parents, community partners, and others, is responsible for creating a shared vision for the school, identifying desired results and helping align and integrate the work of partners with the school. A **community school coordinator** works hand-in-hand with the principal, and is a member of the school leadership team. The coordinator is responsible for building relationships with school staff and community partners, for engaging the families and community residents, and coordinator an efficient delivery of supports to students both inside and outside of the classroom, all day, every day. Data on academic AND non-academic factors drive the work for a community school.



Engaging Instruction



Expanded Learning Opportunities



College, Career, and Citizenship



Health and Social Support



Community Engagement



Early Childhood Development



Family Engagement



Youth Development Activities



## Community Schools Frequently Asked Questions

### What is a Community School?

A community school is both a place and a set of partnerships between the school and other community resources. Its integrated focus on academics, health and social services, youth and community development and community engagement leads to improved student learning, stronger families and healthier communities. Schools become centers of the community and are open to everyone – all day, every day, evenings and weekends.

Using public schools as hubs, community schools bring together many partners to offer a range of supports and opportunities to children, youth, families and communities. Partners work to achieve these results:

- Children are ready to learn when they enter school and every day thereafter. All students learn and achieve to high standards.
- Young people are well prepared for adult roles in the workplace, as parents and as citizens.
- Families and neighborhoods are safe, supportive and engaged.
- Parents and community members are involved with the school and their own life-long learning.

To learn more about the Coalition's vision of a community school, read the section An Enduring Vision in the Coalition's report, [Making the Difference: Research and Practice in Community Schools](#). Also, watch as the [U.S. Secretary of Education speak of the importance of community schools on Charlie Rose](#).

For more information on what it means to be a community school, read [Community Schools: Partnerships for Excellence \(PDF, 426k\)](#).

### Why do we need community schools?

We need community schools because research and experience tell us that young people need a wide range of opportunities and supports to succeed. A quality academic program is necessary, but not sufficient. The recent Phi Delta Kappan Poll about public attitudes toward education shows that 70% of Americans blame societal factors for challenges such as the achievement gap and dropouts that face schools. Community schools respond to these societal factors, family circumstances, poverty and health problems.

We also need community schools because all our children regardless of their economic, racial or family circumstances deserve access to the array of opportunities that more well off families provide to their children.

And we need them because schools must re-engage the broader public and community schools are the place where this can happen.

"We tend to put considerations of family, community, and economy off-limits in education-reform policy

discussions. However, we do so at our peril. The seriousness of our purpose requires that we learn to rub our bellies and pat our heads at the same time." – Paul Barton, Facing the Hard Facts in Education Reform.

## **The Realities that Schools Face**

Community schools address many of the realities that challenge today's schools and educators:

- Cultural Disconnects
- Disengaged Students
- Poverty
- Too Much Unstructured Time
- Unaddressed Health Needs
- Transience
- School Violence and Unsafe School Environments
- Overburdened and Under Resourced Schools

For data related to each of these factors go to [\*Making the Difference: Research and Practice in Community Schools\*](#) by Martin J. Blank, Atelia Melaville and Bela P. Shah. Look in Chapter 1. The Community Schools Advantage.

For an analysis of the relationship between poverty and academic achievement, see a recent speech and article by David Berliner. (It may require a \$5 payment, but it is well worth it.)

## **Non-School Factors Affecting the Achievement Gap**

Research published by the Educational Testing also identifies eight factors beyond school that contribute to the student achievement gap:

Weight at birth  
Lead poisoning  
Hunger and nutrition  
Reading to young children  
TV watching  
Parent availability and support  
Student mobility  
Parent participation

Source: [\*Parsing the Achievement Gap: Baselines for Tracking Progress\*](#) by Paul Barton, Educational Testing Service.

## **What is the difference between a community school, full service community school, extended service schools etc.?**

The term community school offers the broadest definition of the relationship between school and community. Many people use the terms above interchangeably; others use them differently. The Coalition is not particularly concerned with the nuanced differences between these terms. Rather, we encourage people to expand on their own vision of school and community relationships, adding components and

strategies that help to achieve better outcomes for students, families and communities. Overtime, we believe that approach will lead people toward the vision of a community schools that we have set forth.

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## **Are community schools public schools?**

Yes, any school whether financed with public or private funds can be considered a community school if it exhibits the characteristics of a community school. Regular public schools, charter schools, parochial schools and private schools can all be community schools. The primary focus of the Coalition is on public schools.

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## **What are the conditions for learning that Community Schools seek to create?**

Community school advocates believe that the present emphasis on academics exemplified by the No Child Left Behind Act is too narrow an approach to public education. We believe that schools together with their communities must work to fulfill five conditions for learning that the Coalition has identified as necessary for every child to succeed, based on an analysis of recent research.

These conditions are:

- *Condition #1:* The school has a core instructional program with qualified teachers, a challenging curriculum, and high standards and expectations for students.
- *Condition #2:* Students are motivated and engaged in learning -- both in school and in community settings, during and after school.
- *Condition #3:* The basic physical, mental and emotional health needs of young people and their families are recognized and addressed.
- *Condition #4:* There is mutual respect and effective collaboration among parents, families and school staff.
- *Condition #5:* Community engagement, together with school efforts, promotes a school climate that is safe, supportive and respectful and connects students to a broader learning community.

Learn more about the specific studies that support each of the five conditions for learning in the full [Making the Difference](#) report in Chapter 2, page 15.

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## **What are the areas in which community schools offer programs and services?**

In a community school, youth, families and community residents work as equal partners with schools and other community institutions to develop programs and services in five areas:

- *Quality education* - High-caliber curriculum and instruction enable all children to meet challenging academic standards. The school uses all of the community's assets as resources for learning and involves students in contributing to the solution of community problems.
- *Youth development* - Young people develop their assets and talents, form positive relationships with peers and adults, and serve as resources to their communities.

- *Family support* - Family resource centers, early childhood development programs, coordinated health, mental health and social services, counseling, and other supports enhance family life by building upon individuals' strengths and skills.
- *Family and community engagement* - Family members and other residents actively participate in designing, supporting, monitoring and advocating quality programs and activities in the school and community.
- *Community development* - All participants focus on strengthening the local leadership, social networks, economic viability and physical infrastructure of the surrounding community.

The array of specific services that individual community schools offer varies extensively by site. An analysis by the Coalition shows activity in the following areas:

- Adult Education
- After School
- Community Development
- Community Engagement
- Early Childhood Services
- Family Involvement
- Family Support
- Mental Health
- Physical Health
- Youth Development

Too many schools have services in these various areas but no plan for how to integrate those services to achieve specific results. A coherent plan is essential for a successful community school.

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## **What is the curriculum like in a community school?**

In a community schools the curriculum is designed to engage and motivate students to learn at high standards. The Coalition is deeply concerned that the current test-driven curriculum is creating classrooms that do not engage young people in their own learning. We believe that real world issues and challenges must find their way into the classroom and the community must become part of the classroom. For more information about our approach please see: [Creating a Culture of Attachment: A Community-as-Text Approach to Learning](#) and [Community Based Learning: Engaging Students for Success and Citizenship](#)

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## **What are the guiding principles driving the development of community schools?**

There are many community school models, but they tend to share a core set of operating principles:

- *Foster strong partnerships* -- Partners share their resources and expertise and work together to design community schools and make them work.

- *Share accountability for results* -- Clear, mutually agreed-upon results drive the work of community schools. Data helps partners measure progress toward results. Agreements enable them to hold each other accountable and move beyond "turf battles."
- *Set high expectations for all* -- Community schools are organized to support learning. Children, youth and adults are expected to learn at high standards and be contributing members of their community.
- *Build on the community's strengths* -- Community schools marshal the assets of the entire community -- including the people who live and work there, local organizations, and the school.
- *Embrace diversity* -- Community schools know their communities. They work to develop respect and a strong, positive identity for people of diverse backgrounds and are committed to the welfare of the whole community.

Find out more about National, State, and Local community schools:

- [National Community School Models](#)
- [State Community School Models](#)
- [Local Community School Initiatives](#)

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## **What are the benefits/advantages of a community school?**

Unlike traditional public schools, community schools link school and community resources as an integral part of their design and operation. Consequently, community schools have three major advantages that schools acting alone do not. Community Schools:

- Garner additional resources to reduce the demand on school staff for addressing all the challenges that students bring to school.

Community schools reach outside their walls to leverage services and programs that help meet a range of needs that affect student learning -- including family mobility, violence, unsupervised out-of-school time and other issues that have become facts of life for too many children in today's society. This approach gives principals and teachers more time to concentrate on their core mission: Improving student learning.

- Provide learning opportunities that develop academic and non-academic competencies.

Community schools support the intellectual, physical, psychoemotional and social development of young people and understand that assets in one area reinforce development in another. Abundant opportunities for learning and exploration in school, after school and in the community help students mature in all areas.

- Build social capital -- the networks and relationships that support learning and create opportunities for young people while strengthening their communities.

Social capital connects students to people and information that can help them solve problems and meet their goals. Community schools enable all students to forge networks and social skills through mentoring

relationships with caring adults, school-to-work learning, community service and other experiences, while providing parents and other adults with similar opportunities to learn and assume leadership roles.

## **Do community schools work?**

Evaluations of 20 initiatives nationwide confirm that community schools have a positive impact on what matters most to students, parents, communities and schools. A recent [Coalition research brief](#), concludes that:

- Student learning improves.
- Student attendance improves.
- Students have improved behavior and youth development.
- Parent and family participation – in their children's education and in the school – increases.
- Families have more opportunities and support in caring for and helping to educate their children, and in contributing to their community.

Community schools generate other positive outcomes as well. Improved safety and security, increased community pride, stronger relationships between school and community, and greater utilization of schools and other public services and facilities all reflect the broader "community-building" role of community schools. Community schools and their students come to be seen as valued resources, and communities feel a great stake in and accountability for student success.

## **What are key factors that make a community school strategy successful?**

The following findings from the publication, [Learning Together: The Developing Field of School-Community Initiatives](#) address key factors in the success of community schools strategies.

- Stable leadership and long-term financing methods are vital to sustaining and expanding preschool-community initiatives.
- Diversified funding, careful site selection, visibility and organized constituent support are also important.
- "Going to Scale" depends not only on increasing the number of sites but also on ensuring that the initiative's guiding principles penetrate and transform schools, their partner institutions and neighborhoods.
- Successful expansion requires clear goals, good timing and sufficient funding and support to maintain essential program features during periods of rapid growth.

Community schools are designed to do a better job for children and families by using existing resources as efficiently and effectively as possible.

Source: [Learning Together: The Developing Field of School-Community Initiatives](#) by Atelia Melaville.

For additional information on the role of Community Leadership see, [Growing Community Schools: The Role of Cross-Boundary Leadership](#). This resource highlights community schools work in 11 places.

## **How much do community schools cost and how are they funded?**

Community schools are intended to respond to the needs of the students, their families and community. Therefore the amount of money that is needed will vary depending on those circumstances.

What is most pivotal from a financing standpoint is money to pay for a Community School Coordinator. This individual is responsible for mobilizing community resources and integrating them into the life of the school. They can be employed by a school district, community-based organization or public agency. Salaries for this position should be at a professional level and competitive with those of people in similar roles, e.g., teachers and social workers. Communities are using a range of different funding streams to pay for this position.

Programs and services at community schools are financed through a variety of public and private funding streams that support particular services, e.g., Title I, 21st Century Learning grants, United Ways, after school, mental health, service learning, parent engagement and many others. Because they operate as partnerships between schools and community schools, capturing money is often not the issue. Rather the challenge is creating an environment in the school that encourages community agencies and organizations to bring their programs into the school, and has the school reaching out into the community. The community schools coordinator is vital for creating this environment.

Flexible funds that can be used to respond to specific needs can be an important impetus for getting the community school off the ground.

Ideally, initial funding would be available for the salary of a full-time community school coordinator at a salary that gives them status at the school and encourages a long term commitment, and \$50,000 in flexible program dollars. Remember though, there is not an exact formula. Leadership and will are as important as money.

For more information, visit the [Resource Library](#) for publications on "Financing."

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## **How many community schools are currently in operation?**

Because community schools come in so many shapes and sizes – they are not a formal model --we do not have an exact number. We do know that many schools are moving to implement the community schools approach. The Coalition has compiled a directory of 5,000 national and international community schools. The purpose of this directory is to:

- Help policymakers and practitioners find community schools in their areas
- Create opportunities for mentorship and peer networking,
- Describe the character of the community school field more fully,
- Generate visibility and momentum for everyone's work.

Access the [Community School Initiatives: State-to-State Directory](#).

## **Where can I find evaluations of a community school?**

The Center for Community School Partnerships at the University of California, Davis offers a number of tools to assist school community partnership with their evaluation process.

Key Evaluation Findings from [Making the Difference](#) research confirms what experience has long suggested: Community schools work. Evaluations examined the impact of 20 community school initiatives across America, focusing in particular on outcomes that directly affect student learning. Although not all evaluations looked at every outcome, their collective results clearly show that community schools make the difference for students in four important ways.

Also, access the [Coalition's Research Brief](#).

For evaluation tools, visit the [Community Schools Evaluation Toolkit](#).

## **Are there principal preparation and teacher education programs with a community schools focus?**

Regrettably, we do not know of any comprehensive programs that have a community schools focus. Some principal preparation and teachers training programs focus on family and community challenges or helping teachers use the community as resource for learning, but in reality family and community are typically given short shrift. This remains true despite the research that talks about the importance of parental involvement with the education of their children. Nor do principals and teachers learn how to tap the assets and resources of community to help their student succeed. There is huge gap in this arena that will have to be bridged if community schools are to fulfill their promise.

To learn more, check out: [Community & Family Engagement: Principals Share What Works](#), [October 2006], by Amy C. Berg, Atelia Melaville and Martin J. Blank at the Coalition for Community Schools.

## **How can I create a community school?**

For tools to help you launch, plan or sustain a community school initiative, visit our Resource library to access planning materials and tools that will help you get started in creating a community school!

If you are able, we recommend you go to visit a community school. That is what will make the vision come alive. Contact us at [ccs@iel.org](mailto:ccs@iel.org) to find a community school near you.

***\*\*Information Courtesy of Coalition for Community Schools. For more information, visit [www.communityschools.org/](http://www.communityschools.org/)***





**Brighton**<sup>SM</sup>

500 South 4th Avenue Brighton, CO 80601  
www.brightonco.gov

**Finance Department**  
303-655-2055

*STAFF REPORT*

To: Mayor McLean and Members of the City Council through City Manager, Manuel Esquibel  
From: Dan Frelund, Finance Director  
Date: April 8, 2014  
Subject: Update and Approve Credit Card and E-Check Convenience/Service Fees

**PURPOSE:**

Update the City Council on Credit Card and E-Check convenience/service fees and obtain approval to move forward with implementing these fees when processing sales tax and utility payments.

**OVERVIEW:**

In September 2013, staff presented to City Council a report outlining how credit card and e-check convenience fees worked (see attached staff report dated September 4, 2013).

Staff is currently working on the Harris/Innoprise Citizen Access module which will allow businesses to file and pay their sales tax licenses and returns on-line and utility customers to pay their utility bills on-line. When the customer selects their account to pay, the process brings them to the Invoice Cloud (a Harris partner) application which processes their credit card or e-check payments (authorized by the customer to deduct from their bank account) and then forwards the payment to the City's bank account. With the convenience/service fee model, the convenience/service fee is retained by Invoice Cloud and all the associated credit card fees are charged to and paid by Invoice Cloud (instead of being billed to the City).

The convenience/service fee is:

- Tax payments – 2.95% for credit card payments or \$.95 for e-check payments.
- Utility payments - \$2.95 for credit card payments (max cap of \$150 per payment) or \$.95 for e-check payments.

Charging a convenience/service fee may have an impact on the number of payments made via credit card. Having a low cost e-check convenience fee provides a good alternative. If there are significant increases in the volume of drop-in or mailed payments, this will impact staffing requirements.

Allowing businesses to pay their sales tax payments on-line is a new feature that has not been offered in the past. This service will provide an easier way for businesses to pay. However, this functionality will cost the City for associated credit card fees unless the City implements the convenience/service fee.

Utility customers have been able to pay their utility payments with credit cards. In 2013, credit card fees charged to the City for utility payments totaled \$60,003. Charging a convenience/service fee will eliminate this cost.

At this time, staff is only considering charging convenience/service fees for sales tax and licensing and utility payments.

**OPTIONS FOR COUNCIL'S CONSIDERATION:**

1. Approve implementation of convenience/service fees
2. Deny implementation of convenience/service fees and continue following the absorption model.

**STAFF RECOMMENDATION:** Approve the implementation of credit card and e-check convenience/service fees for sales tax and utility payments.



# Brighton<sup>SM</sup>

500 South 4th Avenue Brighton, CO 80601  
www.brightonco.gov

Finance Department  
303-655-2055

## STAFF REPORT

To: Mayor McLean and Members of the City Council through City Manager, Manuel Esquibel  
From: Dan Frelund, Finance Director  
Date: September 4, 2013  
Subject: Convenience Fees

### **PURPOSE:**

At the request of the City Council during the 2013 budget process, Council asked to be provided information regarding consideration of charging of convenience fees when customers make credit card or e-check payments.

### **OVERVIEW:**

The City of Brighton accepts credit card and e-check (electronic checks that charge the customers bank account) as alternative forms of payment for some of the services/fees provided to consumers (taxes and permits not widely publicized). VISA, MasterCard and Discover cards are accepted (staff is looking into accepting American Express payments as there is a contract with the State of Colorado that makes their fees more competitive). The credit card companies and credit card processors charge various service fees for processing these payments. There are 2 models in the credit card industry for charging these fees:

- Absorbed fee model – The City absorbs all the fees and views them a necessary part of doing business with the community.
- Convenience fee model – The fees are charged to the consumer as a separately disclosed fee by the credit card processor who retains the fee and pays all the associated credit card fees.

The City has adopted the absorbed fee model.

The following shows the credit card fees paid by the City for the past several years:

	<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013 (through 8/31)</u></b>
General Government – one-stop, courts, cemetery	\$2,130	\$14,492	\$9,960
Recreation Center	14,536	17,086	11,822
Water/Sewer funds – these do not include express bill payment fees	29,263	53,447	31,480
Armory	118	886	574



Colorado law allows local governments to charge a convenience fee per the following:

C.R.S 29-11.5-103 (3) A local governmental entity may impose a convenience fee on persons who use alternative forms of payment, but the amount of any convenience fee imposed on or after April 29, 2003, shall not exceed the actual additional cost incurred by the local governmental agency to process the transaction by alternative form of payment. Any convenience fee on a transaction involving an alternative form of payment shall be imposed in accordance with the rules of the alternative payment provider.

Examples in Colorado:

- The City of Fort Collins charges a \$3.50 convenience fee for on-line utility payments and they will be rolling out on-line tax payments in December 2013 and charging a 2% convenience fee for credit card payments and \$1 for e-checks.
- The State of Colorado charges a 2% convenience fee for tax payments made by credit card and \$1 for e-check.

The credit card companies establish rules that govern the charging of convenience fees. The rules are different for tax and non-tax (utility) transactions.

VISA (accounts for 64% of credit card transactions). The VISA rules are most restrictive of all credit card companies and they have recently changed. Convenience fee rules include:

- For face-to-face transactions, there must be an option to pay by cash or check without a convenience fee.
- Must be disclosed to the cardholder prior to the completion of the transaction

The other credit card companies are less restrictive than VISA and then tend to follow VISA as they ease their restrictions.

The amount of the convenience fee collected by the processor is negotiated with the processor and is dependent upon size of transaction and type. There are different convenience fee rates for e-check payments.

The model chosen largely depends upon the philosophy of why the City accepts credit card payments as an alternative form of payment. If accepting credit payments are viewed as providing customers with an acceptable alternative form of payment, addressing customer services requirements and this saves administrative costs (processing on-line electronic payments, reduced nonsufficient funds (NSF) checks, etc), then the absorption model is chosen. Charging convenience fees tends to discourage some customers from using these alternative forms of payment. If the fees are viewed as an extra cost of doing business that benefits only those using this service, then the convenience fee model is chosen.

The process for accepting payments on-line where a convenience fee is charged:

Any convenience fee is displayed twice before the payment is processed, first on the payment options screen and once again on the review payment screen. To accommodate Visa Rules for Utility payments (largest card brand in the US), the utility payer is presented with the amount of the utility bill being paid and the amount of the service/convenience fee. Then, the service runs the transaction as a single transaction, disaggregates the transaction so that the utility payment is deposited directly by the processor into the City's operating account, while the service/convenience fee is deposited directly into the processor's account. Convenience Fees are displayed as separate line items on both customer credit card statements and customer bank statements.



# Brighton<sup>SM</sup>

500 South 4th Avenue Brighton, CO 80601  
www.brightonco.gov

Finance Department  
303-655-2055

## *STAFF REPORT*

To: Mayor McLean and Members of the City Council through City Manager, Manuel Esquibel  
From: Dan Frelund, Finance Director  
Date: April 8, 2014  
Subject: Investment Strategy & Process Review

### **PURPOSE:**

To review the City's investment strategy and processes.

### **BACKGROUND/HISTORY:**

City Council adopted the Investment policies in resolution 2010-08 (copy attached). Staff has been reviewing the investment strategy and processes for continual improvements and will present some opportunities to City Council for consideration of changes to strategies and processes. With the 2008 economic meltdown, interest rates at banks and government pools have been very low. The City has maintained a very conservative and liquid investment allocation: 30% in bank accounts, 50% in money market accounts and 20% in securities.

### **BUDGET IMPACT:**

There is an opportunity for additional investment earnings while following the existing investment policies and retaining the safety and liquidity that is required by the City. A portion of the additional investment earnings would be used to cover the additional costs of contracting with a professional investment advisory firm.

### **OPTIONS FOR COUNCIL'S CONSIDERATION:**

1. Have staff continue reviewing investment strategies and processes seeking opportunities for additional investment earnings and contracting with an investment advisory firm for the daily management of the funds and advice on strategies.
2. Deny request and continue with existing processes.

### **STAFF RECOMMENDATIONS:**

Staff recommends contracting with a professional investment advisory firm to manage the Cities investments following the investment policies and maintaining safety and liquidity.

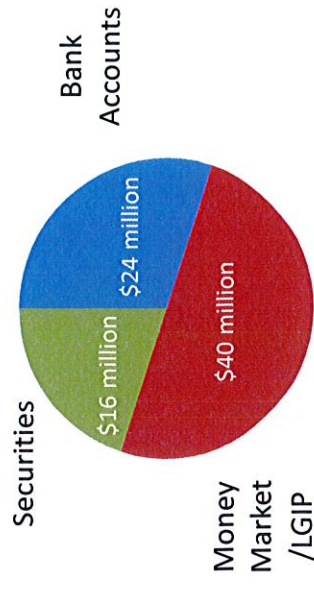


# City of Brighton Investment Review

## Current Investment Portfolio and Policies:

- The City's current Investment Policy was adopted on 1/5/2010 and is subject to review annually by the City Manager and every 5 years by City Council
- The Policy follows State Statutes relative to eligible securities
- The Policy establishes Safety as the primary objective, followed by Liquidity and Yield
- The City has investments for the various funds of the city including: general, capital, enterprise and component units.

**City of Brighton**  
Investment Allocation (12/31/13)



### Opportunity

Investment earnings potential based on \$50 million in a managed portfolio:

- A yield differential of 0.50% may increase earnings to = \$250,000
- A yield differential of 1.00% may increase earnings to = \$500,000

# City of Brighton Investment Review

## Opportunity:

The City's investment earnings can be enhanced:

- Increase earnings while following Investment Policy guidelines and State Statutes
- Allocating more assets to a securities portfolio
- Reducing assets in bank/money market accounts
- Monitoring investment opportunities on a daily basis
- Active management of the securities portfolio

Steps required to implement a comprehensive and successful investment program:

- Detailed cash flow analysis
- Bank funding/breakeven analysis
- Investment policy review/update
- Security credit quality assessment and monitoring
- Portfolio structuring and investment management
- Investment portfolio reporting
  - Meets the guidelines of the Global Investment Performance Standards (GIPS) and the Governmental Accounting Standards Board (GASB)

# City of Brighton Investment Review

## Proposed Plan:

The City should consider implementing changes to its current Investment Policy, Strategies and Practices:

- Update and revise the Investment Policy, Strategies and Practices
- Maintain the investment standards of Safety, Liquidity and Yield
- Seek to Increase earnings while maintaining Investment Policy standards
- Consider utilizing an external professional Investment Advisory firm
  - An external advisor can help meet the City's goals to improve investment performance while following the City Investment Policies and standards



**CITY COUNCIL  
CITY OF BRIGHTON**

**RESOLUTION NO. 2010-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO SETTING FORTH THE CITY OF BRIGHTON, COLORADO, INVESTMENT POLICIES; DESIGNATING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE, AS THE CITY OFFICIAL WITH INVESTMENT AUTHORITY AND OVERSIGHT SUBJECT TO THE AUTHORITY OF THE CITY COUNCIL; AND SETTING FORTH OTHER DETAILS RELATED THERETO.**

**WHEREAS,** Section 13 of the **BRIGHTON CHARTER** provides:

*13.1 **Municipal Investments** The Council may, by ordinance or resolution, initiate and adopt guidelines for municipal investments as long as those guidelines comply with the following conditions:*

*(A) Such guidelines are subject to any applicable limitations in the Colorado Constitution, including any requirements for voter approval; and*

*(B) Such guidelines are determined by Council to be in the best interest of the City.*

**WHEREAS,** the investment policies of the City of Brighton have not been revised or amended since the adoption of Resolution #98-104 on 8/19/1998 and the City Council finds that it is necessary to revise said investment policies and to adopt new policies as set forth in this Resolution to reflect current investment practices of the City of Brighton; and

**WHEREAS,** the purpose of the investment policies adopted herein is to establish the City of Brighton's official policy regarding the scope of the investment policies, the objectives of the policies, the delegation of authority in regards to making investment decisions, what the City Council considers to be appropriate standards and recommended practices as established by the Government Finance Officers Association, ethics and conflict of interest, what are suitable and authorized investments, and the parameters for those investments; and

**WHEREAS,** in Colorado, state statutes determine eligible public depositories which may be used for the deposit of public funds and identify securities in which public funds may be invested; and

**WHEREAS,** the City Council hereby finds and determines that the Investment Policies set forth herein are necessary and adoption of said Policies is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Brighton, Colorado that in accordance with the purposes herein stated the City of Brighton's Investment Policies shall be as follows:

### **SECTION 1. OBJECTIVES.**

The following are the basic objectives of the City Brighton in the management and investment of public monies and resources:

- A) Safety of principal is the foremost objective of the City of Brighton's Investment Policies.
- B) Each investment transaction shall first seek to ensure that capital losses are avoided. "Capital losses" are defined as losses that result from securities defaults or the erosion of market value.
- C) As a general rule, investments will be held until maturity; however, the trading of securities in an attempt to improve investment return through market timing is allowed. The sale of securities prior to maturity is also allowable where the funds are needed to meet the City's cash flow needs, or where there is an identifiable potential for capital loss.
- D) In addition to safety of principal, decisions as to the investment of the City's monies shall include liquidity considerations to meet operating needs.
- E) Also to be considered, taking into consideration the safety and liquidity constraints, is whether or not the yield from the investment is appropriate under all considerations.
- F) When striving to meet the objectives herein stated and following the policies herein set forth, special consideration may be given to investments, deposits and purchasing of securities in institutions that have been chartered by the State or with their primary places of business in this State.

### **SECTION 2. DELEGATION OF AUTHORITY.**

The City Manager's designee and all City staff members must have a clear understanding of their authority and responsibilities to avoid inappropriate or unauthorized actions. Clear delegation of authority is essential to preserve the internal control structure that is dependent on the proper separation of duties among staff members.

In accordance with Section 2-12-10(11) of the Brighton Municipal Code and this Investment Policy Resolution, the City Council affirms the authority and responsibility of the City Manager, or the Manager's designee, for managing the investment program of the City of Brighton. The City Manager, or the Manager's designee, shall carry out the City of Brighton Investment Policies in accordance with C.R.S. §§24-75-601, *et. seq.*, as amended, and unless the City Council approves otherwise, all investments shall be held in the City of Brighton's name, or in the custody of a third party on behalf of the City of Brighton, or in a custodial account with an eligible public depository or securities firm on behalf of the City of Brighton.

- A) The City Manager, or the Manager's designee, shall be responsible for all investment transactions undertaken by the City shall establish a system of controls to authorize and monitor all investment activity. The City Manager, or the



Manager's designee, is responsible for establishing and maintaining an internal control structure to authorize and monitor all investment activity and which is designed to ensure that the City's monies and assets are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met.

B) The City Manager, or the Manager's designee, shall carry out his/her responsibilities hereunder through the issuance of procedures and internal controls consistent with these Investment Policies to assure that the priorities of the policies are adhered to. Appropriate procedures shall include but are not be limited to:

- Safekeeping of assets;
- Delivery of securities vs. payment;
- Accounting for investments;
- Selection of investments;
- Banking service contracts; and
- Appropriate internal control measures.

C) No person may engage in an investment transaction except as provided under the terms of the City's Investment Policies and the procedures established by the City Manager, or the Manager's designee.

### **SECTION 3. ELIGIBLE BANKS AND INVESTMENTS.**

A) The City Manager, or the Manager's designee, shall make deposits only in banks or financial institutions that meet the criteria for "eligible public depositories" under the Colorado Public Deposit Protection Act, C.R.S. §§11-10.5-101, *et. seq.*, as the same may be amended from time to time.

B) For the purposes of these Investment Policies, eligible investments shall include:

- All investments authorized by C.R.S. §§ 24-75-601, *et. seq.* and §§24-75-702, *et. seq.*, as the same may be amended from time to time.
- Fully insured and/or collateralized certificates of deposit of commercial banks which have submitted a letter documenting that they are an eligible public depository.
- Interest bearing advances from one City fund to any other City fund.

C) For the purposes of these Investment Policies, prohibited investments shall include, but are not limited to:

- Purchases on margin or short sales.
- Derivative securities that are in effect a leveraged anticipation of future movements in interest rates or some price indices.
- Collateralized mortgage obligations due to their complexity and prepayment rate uncertainty.
- Lending securities with an agreement to buy them back after a stated period of time.
- If an eligible investment drops in its credit rating below the required level, the investment will be considered a prohibited investment and will be sold as soon as practical.

- Certificates of Deposit in out-of-state banks.

#### **SECTION 4. POOLED INVESTMENTS.**

That pursuant to C.R.S. §§ 24-75-701, *et seq.*, the City Manager, or the Manager's designee, may pool certain City monies with similar moneys of other local government jurisdictions.

#### **SECTION 5. INVESTMENT PRACTICES.**

- A) Investments shall be made applying an industry standard known as the "prudent investor rule".
- B) The City Manager, or the Manager's designee, shall also follow recommended practices as established by the Government Finance Officers Association (GFOA) and in accordance with Governmental Accounting Standards Board (GASB) requirements.

#### **SECTION 6. ETHICS AND CONFLICTS OF INTEREST.**

The City Manager, officers and employees involved in the investment process shall refrain from personal business activities that could, in any way, conflict with or compromise the proper execution and management of the City of Brighton's investment program, or that could impair their ability to make impartial decisions. The City Manager, officers, employees and investment officials shall disclose to the City Council or City Manager, as applicable, upon occurrence, any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. These employees and officials are prohibited from undertaking personal investment transactions with the same individual with which business of the City is conducted.

#### **SECTION 7. SCOPE.**

- A) These Investment Policies set forth in this Resolution supersede all previous investment policies. These Investment Policies apply to all investment transactions of the City of Brighton, except for certain employee retirement funds that are administered and managed by third party agreements administered under agreements with outside agencies and are required to comply with specific state statutes concerning such plan investments.
- B) Specifically, the scope of these policies applies to all transaction and activities in the following funds:
  - General Fund
  - Special Revenue Funds
  - Debt Service Funds
  - Capital Projects Funds
  - Enterprise Funds



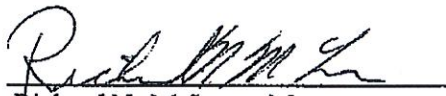
- Trust and Agency Funds
- Permanent Funds
- Fiduciary Funds
- Internal Service Funds
- Any new fund created by the Brighton City Council, unless specifically exempted by the City Council.

**SECTION 8. AMENDMENT/REVIEW.**

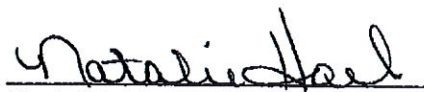
- A) Material amendments to these Investment Policies shall be made by resolution, duly adopted by the City Council. Non-material amendments may be made by the City Manager, as deemed necessary and appropriate. Such amendment shall be forwarded to the City Council.
- B) These Investment Policies shall be reviewed by the City Manager, or his designee, annually, and by the City Council at least every five years.

ADOPTED this 5th day of January, 2010.


**CITY OF BRIGHTON, COLORADO**

  
Richard N. McLean, Mayor

**ATTEST:**

  
Gayle Martinez, City Clerk  
*Acting*

**APPROVED AS TO FORM:**

  
Margaret R. Brubaker, City Attorney

## **CASH MANAGEMENT AND INVESTMENT GUIDELINES**

(Does not apply to Pension Plans)

- **Cash flows**
  - Forecasting based on historical data and future estimates off revenues and expenditures
  - Forecast revenues 3 years into future, updating on a monthly basis
- **Investment Policy adopted by Resolution 2010-08, 1/05/2010**
- **Update as GFOA's Best Practices, GASB, State Financial Management Manual and State Statutes are amended**
- **Review by City Council every 5 years**
- **Investment Official has Fiduciary responsibility and uses Prudent Person Standard**
- **Internal Control – separate investment officer from accounting staff**
- **Safety; Liquidity; Yield**
  - **Safety –**
    - **Eligible Public Depositories**
      - Allowed under Colo. PDPA only
      - Designated by Colo. Banking Board
    - **Eligible Investments**
      - Allowed under State Statutes – PDPA and Securities backed 100% by Federal Govt. only (no Sallie Mae's or Ginny Mae's)
    - **Credit Risk**
      - Investments limited to State and Local approvals
      - Diversifying the investment portfolio to minimize risk
      - Limit Broker/Dealer to Colorado licensed and located with SEC Rule 15C3-1 qualifications; and NASD certification
      - Meets GASB 40 requirements (external audit annually and reporting requirements/disclosures in CAFR)
    - **Interest Rate Risk**
      - Investing in shorter-term securities
        - State allows up to 5 years
        - US Treasuries and Agencies
        - Colo. Govt. Pools 30-90 days
        - Money Market Mutual Funds 30-90 days; regulated by SEC, constant share price of \$1.00, and high rating
        - Colo. C.D.s fully insured and PDPA covered and up to 1 year
      - Structure to meet cash requirements for ongoing operations
  - **Liquidity**
    - Keep enough money in Wells Fargo Checking to break even (compensating balances)
    - Keep enough money in Pools for Cash Flows (30-90 day turnover)
    - Invest Reserves in securities up to five years and CDs up to 1 year
  - **Yield**

- **Ladder maturity dates**
  - **Shorter terms when rates are increasing**
  - **Purchase bullets when rates are decreasing**
- **Internal Pooling of funds**
  - **Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances for all Funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.**
  - **Investment income will be allocated to the various Funds based on their respective participation and in accordance with GAAP.**

## CITY OF BRIGHTON DEVELOPMENT MEMO

**TO:** Mayor and City Council, through City Manager, Manuel Esquibel

**FROM:** Marv Falconburg, AICP, Assistant City Manager for Development

**DATE:** March 31, 2014

**SUBJECT:** Development Sign Plazas – License Agreement

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Attached you will find information regarding a proposed “Development Sign Plaza” program for your consideration. This program has been utilized successfully by several other cities including Aurora, Commerce City and Castle Rock. Under this program, multiple development sign kiosks will be installed throughout the city as directional signs.

These signs do not cost the city anything; in fact, we are paid an annual fee by the licensee who installs the signs. The purpose of the signs is to provide a more cohesive and visually pleasing orientation for development signs.

The proposed sign kiosks will match the recently installed “wayfinding” signs which have been installed in the downtown area. The signs would be installed within city right of way, but are erected and maintained by the licensee. The city retains ultimate control of the placement of the signs.

Staff has coordinated efforts of the Economic Development Corporation, Streets and Fleet, and Planning Division to come up with this cohesive sign kiosk plan. We believe that a well themed and managed sign program supports the goals and objectives of the city.

Please see the attached sign prototype design, proposed locations and draft license agreement. We will be available to discuss this proposal and answer any questions you might have.



EXHIBIT B  
"Facilities"

# City of Brighton

Offsite Directional Signage Program



12' tall structure x 4.5' wide  
26" x 52" logo panel  
18" x 48" builder panels

## RIGHT-OF-WAY USAGE AND LICENSE AGREEMENT

THIS RIGHT-OF-WAY USAGE AND LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF BRIGHTON a Colorado home rule municipality whose address is 500 S. 4<sup>th</sup> Avenue, Brighton, CO. 80601 ("the City"), and KEY SIGN PLAZAS, LLC, a Colorado limited liability company whose principal business address is 6551 S. Revere Pkwy, Suite 265, Centennial, CO 80111 ("Licensee"), collectively the parties ("Parties").

WHEREAS, Licensee proposes to install, construct, locate, repair, maintain and/or operate within select City street rights-of-way ("ROW"), the locations of which are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Licensed Areas"), certain off-site "sign kiosks" containing homebuilder and/or subdivision/community identification and directional information as depicted on **Exhibit B** (the "Facilities"); and

WHEREAS, the City has agreed to grant to Licensee a license to locate the Facilities within the Licensed Areas, as depicted on **Exhibit C** (the "Site Map") and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants herein provided and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. GRANT OF LICENSE; USE OF RIGHT-OF-WAY.

a. License Granted.

- (i) The City, without warranting title or interest and subject to the covenants set forth herein, hereby grants to Licensee the right to use the ROW for the construction, installation, operation, maintenance, inspection, repair and replacement of the Facilities (the "License"), including, but not limited to, the right of ingress and egress over, under and across the ROW for construction, installation, operation, maintenance, inspection, repair and replacement of the Facilities; provided, however, that Licensee shall not interfere with the public use of the ROW for its intended purpose, as may be more specifically set forth herein.
- (ii) In the event Licensee desires to locate additional Facilities not identified in Exhibit A within the Licensed Areas or add additional Licensed Areas, Licensee shall apply to the City for new sign locations. If the City agrees to allow additional Facilities or Licensed Areas, the parties shall amend Exhibit A accordingly. Licensee shall provide an amended Exhibit A and Exhibit C upon approval of each additional Facility, or Licensed Area. No such additional Facilities or Licensed Areas shall be installed, constructed or utilized until and unless such amendment has been fully executed.

b. Non-Exclusive Grant. Licensee's use of the ROW shall be non-exclusive.

- (i) In granting this License, the City reserves, unto itself and such others currently making use of the ROW, the right to continue to make full use of the ROW as may be necessary or convenient for the purposes granted to such users.
- (ii) The City further reserves, to itself and those who may in the future make use of the ROW, the right to make full use of the ROW as may be necessary or

convenient, so long as such future use does not unreasonably interfere with the License or Licensee's use of the ROW.

- (iii) The City further retains all rights to operate, maintain, install, construct, reconstruct, repair, replace, enlarge, remove or relocate any structures, lines or public improvements located within the ROW at any time and in such manner as it deems necessary or convenient so long as such use is not inconsistent with and does not unreasonably interfere with this License or Licensee's use of the ROW, subject to the terms of this Agreement.
- (iv) The City shall make reasonable efforts to prevent damage to the Facilities.
- c. Utility Locates. Prior to the installation, maintenance, repair or replacement of any Facility, Licensee or its contractor(s) shall contact the Utility Notification Center of Colorado ("UNCC") and thereafter ensure that utility locations for the associated Licensed Area have been performed.
- d. Relocation.
  - i. In the event the City determines in its reasonable discretion that the Facilities must be relocated as the result of a public project within or adjacent to the ROW, including any project required by the City for a public purpose, whether or not constructed, installed, maintained or funded by the City, the City shall provide to Licensee written notice thereof (the "Relocation Notice") not less than ninety (90) days prior to the date upon which any such relocation must be completed. Licensee shall cause the Facilities to be relocated, at no cost or expense to the City, not later than the date set in the Relocation Notice for completion thereof.
  - ii. Licensee may relocate the Facilities to a location as near as practical to the existing location. If relocated as set forth herein, the Facilities shall remain subject to the terms of this Agreement, and the Exhibits to this Agreement shall be amended to the extent necessary to address the new location.

2. CONSIDERATION.

- a. License Fee – Initial Amount. In consideration of this Agreement, Licensee shall pay to the City an annual license fee (the "License Fee"), the initial amount of which shall be Two Thousand dollars (\$2,000.00) (the "Initial License Fee"). Licensee shall pay the Initial License Fee upon execution of this Agreement.
- b. Annual Increases – Payment. The amount of the License Fee may increase on a yearly basis as set forth herein. Beginning January 2014, Licensee shall pay the License Fee to the City not later than January 10 of each year during the term of this Agreement, which License Fee may be increased, beginning January 2015, in accordance with the number of additional Facilities located within the Licensed Area during the preceding year in the amount of One Hundred dollars (\$100.00) per additional Facility.
- c. Additional Facilities. In the event Licensee desires to locate additional Facilities within the Licensed Areas identified in Exhibit A and Exhibit C or increase the number or geographic area of the Licensed Areas, Licensee shall pay a one-time fee of One Hundred Dollars (\$100.00) per such addition.

- d. Other Fees and Charges Not Included in License Fee. The License Fee is exclusive of any other license fees, permit fees and taxes associated with the installation, maintenance or repair of the Facilities.

3. TERM; TERMINATION.

- a. Term. This Agreement and the License shall be deemed effective the day of mutual execution of the Agreement (the "Effective Date") and shall terminate at 12:00 a.m. on January 1, 2018 (the "Termination Date"); provided, however, that Licensee may, not less than sixty (60) days prior to the Termination Date, request in writing that the City extend the term of this Agreement one (1) additional year.
- b. Termination. Notwithstanding the foregoing, the City may terminate this Agreement in the event of any breach of a material term of this Agreement or in the event of Licensee's violation of any federal, state or local law, ordinance or regulation relating to the Facilities or the Licensed Areas.
- c. Remedies. Upon termination of this Agreement for any reason whatsoever, including breach hereof, Licensee shall remove the Facilities or relinquish to the City all right, title, interest and control in the Facilities, which shall be in reasonably good condition, all in the City's sole discretion. In the event Licensee fails to remove the Facilities at the City's demand, the City may remove Facilities at Licensee's expense. Any remedy set forth herein for breach of this Agreement or the License shall be in addition to any other remedy available to the City in law or equity.

4. INCORPORATION OF CITY CODE PROVISIONS; COMPLIANCE WITH APPLICABLE LAW.

- a. Licensee expressly agrees that it is subject to and shall comply with all terms, conditions and requirements of Article \_\_\_ of Chapter \_\_\_ of the Brighton Revised Municipal Code entitled "Work in the Public Rights-of-Way," which Article I is incorporated into this Agreement as though fully set forth herein.
- b. Licensee further covenants and agrees that in exercising any of the rights granted hereunder, it shall comply with all other applicable federal, state and local laws, ordinances and regulations, including, but not limited to, the City's Land Development Code and pertinent Chapters of the Brighton Revised Municipal Code.

5. FACILITY CONSTRUCTION AND MAINTENANCE. Except as otherwise provided on Exhibit A and Exhibit B and subject to applicable City ordinances and regulations, Licensee, at no cost or expense to the City, shall be solely responsible for the construction and maintenance of the Facilities as set forth herein. To the extent the Licensed Area is damaged as a result of Licensee's use, Licensee shall, at no cost to the City, repair the damaged Licensed Area to essentially the same condition as the Licensed Area existed prior to such damage. Licensee shall further ensure that the Facilities remain in good condition throughout the term of this Agreement, normal wear and tear excepted. Consistent with Exhibit B, Licensee shall construct and maintain the Facilities and the area surrounding each Facility as follows:

- a. No Facility shall exceed thirteen feet (13') in height from the highpoint of the grade upon which the Facility is placed.
- b. Front and rear signage faces shall neither exceed thirty-two (32) square feet, eight feet (8') in height nor four feet (4') in width.

- c. Unless site configurations require otherwise due to site obstructions, Facilities shall be installed not less than three feet (3') from the back of sidewalk, or, if no sidewalk exists, five feet (5') from the back of curb, or, if no curb exists, ten feet (10') from the pavement edge.
- d. The Facilities shall be maintained regularly including all painting and staining.
- e. Damaged or vandalized Facilities shall be replaced or repaired within seven (7) calendar days.
- f. All grass, weeds and brush shall be maintained in accordance with Chapter \_\_ of the Brighton Revised Municipal Code.
- g. All Facilities shall be vertically plumb and not allowed to sink, settle or lean.
- h. All Facilities shall display an identification tag measuring six inches (6") by six inches (6") containing the Facility's number, Licensee name and contact telephone number.

6. LICENSES AND PERMITS.

- a. Licenses. Licensee or its contractor shall obtain all licenses, including a City Contractor's license, required for the installation of the Facilities and pay all applicable City license fees.
- b. Permits. Licensee shall obtain any and all permits required to enable Licensee to legally exercise its rights and obligations under this Agreement, including, but not limited to, the permit required pursuant to the Brighton Revised Municipal Code.

7. CONTROLLING TERMS. In the event of any conflict between the provisions of this Agreement and any Exhibits attached hereto, this Agreement shall prevail.

8. CHANGED CONDITIONS. Licensee has inspected the Licensed Areas and specifically waives any claims related to any unforeseen condition of the Licensed Areas, including, but not limited to, a physical condition of the Licensed Areas: (i) of an unusual nature; or (ii) resulting from any force majeure.

9. INDEMNIFICATION. Licensee shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Licensee or its employees, agents, contractors or other persons acting under Licensee's direction or control in the exercise of Licensee's rights and obligations under this Agreement. Licensee shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and contractors (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Licensee and/or its employees, agents or contractors or other persons acting under Licensee's direction or control in the exercise of Licensee's rights and obligations under this Agreement. The provisions set forth in this Section shall survive the satisfaction, expiration or termination of this Agreement.

10. INSURANCE.

- a. Commercial General Liability Insurance. Licensee or its contractor(s), as applicable, shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Licensee or its contractor(s), as applicable, and naming

the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the exercise of Licensee's rights or obligations under this Agreement with at least One Million Dollars (\$1,000,000) each occurrence. The limits of such insurance shall not, however, limit the liability of Licensee or its contractor(s), as applicable, hereunder.

- b. Products and Completed Operations Insurance. Licensee or its contractor(s), as applicable, shall procure and keep in force during the duration of this Agreement a policy of products and completed operations insurance insuring Licensee or its contractor(s), as applicable, and naming the City as an additional insured, against any liability for bodily injury or property damage caused by or arising out of the exercise of Licensee's rights or obligations under this Agreement, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Licensee or its contractor(s), as applicable, hereunder.
- c. Comprehensive Automobile Liability Insurance. Licensee or its contractor(s), as applicable, shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Licensee or its contractor(s), as applicable, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Licensee or its contractor(s), as applicable, that are used in connection with the exercise of Licensee's rights or obligations under this Agreement, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Licensee or its contractor(s), as applicable, hereunder.
- d. Terms of Insurance.
  - i. Insurance required by this Section shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Licensee deems reasonable for the Services, but in no event greater than Ten Thousand Dollars (\$10,000.00), and Licensee shall be responsible for the payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing. Licensee or its contractor(s), as applicable, shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Licensee or its contractor(s) changes to "occurrence," Licensee or its contractor(s), as applicable, shall carry a twelve (12) month tail. Licensee and its contractor(s) shall not do or permit to be done anything that shall invalidate the policies.
  - ii. The insurance policies described in herein shall be for the mutual and joint benefit and protection of Licensee or its contractor(s), as applicable, and the City. All insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Licensee or its contractor(s), as applicable, or its officers, employees, agents, contractors or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.

- f. Evidence of Coverage. Before exercising any rights under this Agreement, Licensee or its contractor(s), as applicable, shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Licensee understands and agrees that the City shall not be obligated, and Licensee shall have no rights, under this Agreement until Licensee or its contractor(s), as applicable, furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Licensee or its contractor(s), as applicable, shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.
11. SALES AND USE TAX. Unless specifically exempt, all construction within the City is taxable, including construction performed on behalf of an exempt institution or governmental, religious, charitable, private or any other type of owner, including a governmental or quasi-governmental entity. Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division.
12. NOTICE. Any given notices hereunder shall be in writing and shall be deemed to have been given if delivered by hand, sent by fax or email, or sent by prepaid certified United States mail, return receipt requested, to the following addresses, provided, however, that any party shall have the right to change its address for notice hereunder by the giving of written notice to the other party in the manner set forth in this Section.

If to the City:

**Director**  
Department of Community Development  
City of Brighton  
500 S. 4<sup>th</sup> Avenue  
Brighton, CO 80601  
hprather@brightonco.gov

If to Licensee:

**Manager**  
Key Signs Plazas, LLC  
6551 S. Revere Parkway, Suite 265  
Centennial, CO 80111  
signplazas@cimarronla.com

13. GENERAL PROVISIONS.
- a. Independent Contractor; No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Licensee and the City shall be as independent contractors, and neither the City nor Licensee shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Licensee shall be deemed to be only an incidental beneficiary under this Agreement.

- c. No Assignment. Licensee shall not assign this Agreement without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
- d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.
- e. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in Adams County, Colorado, and venue for federal actions shall be in United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.
- f. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- g. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- h. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- j. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- k. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- l. Acknowledgement of Open Records Act – Public Document. Licensee hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

**[The remainder of this page intentionally left blank. Signature page(s) follow(s).]**





### Phase 1 Sign Plaza Sites

<b>STREET R.O.W.</b>	<b>PLAZA NO.</b>	<b>LOCATION / DESCRIPTION</b>
Sable Blvd.	B-2	East side approx. 185 ft south of Bromley Lane
Bromley Lane	B-7	South side approx. 150 ft. west of 27 <sup>th</sup> Avenue
Bromley Lane	B-8	North side approx. 210 ft. east of 27 <sup>th</sup> Avenue
Bromley Lane	B-12	South side approx. 170 ft. west of Judicial Drive
Frontage Road	B-13	West side approx. 120 ft. south of 50 <sup>th</sup> Avenue
50 <sup>th</sup> Avenue	B-16	East side approx. 160 ft. south of Bridge Street
Bridge Street	B-18	North side approx. 120 ft. east of Bristlecone
Bridge Street	B-20	North side approx. 400 ft. west of 50 <sup>th</sup> Avenue
Bridge Street	B-22	North side approx. 350 ft. east of Telluride Street
Bridge Street	B-23	South side approx. 400 ft. west of Telluride Street
Bridge Street	B-25	South side approx. 190 ft. east of 4 <sup>th</sup> Avenue
168 <sup>th</sup> Avenue	B-26	South side approx. 145 ft. west of 15 <sup>th</sup> Avenue
168 <sup>th</sup> Avenue	B-29	South side approx. 310 ft. west of 50 <sup>th</sup> Avenue
<b>Total Phase 1</b>		
<b>Plaza Sites:</b>	<b>13</b>	

EXHIBIT B  
"Facilities"

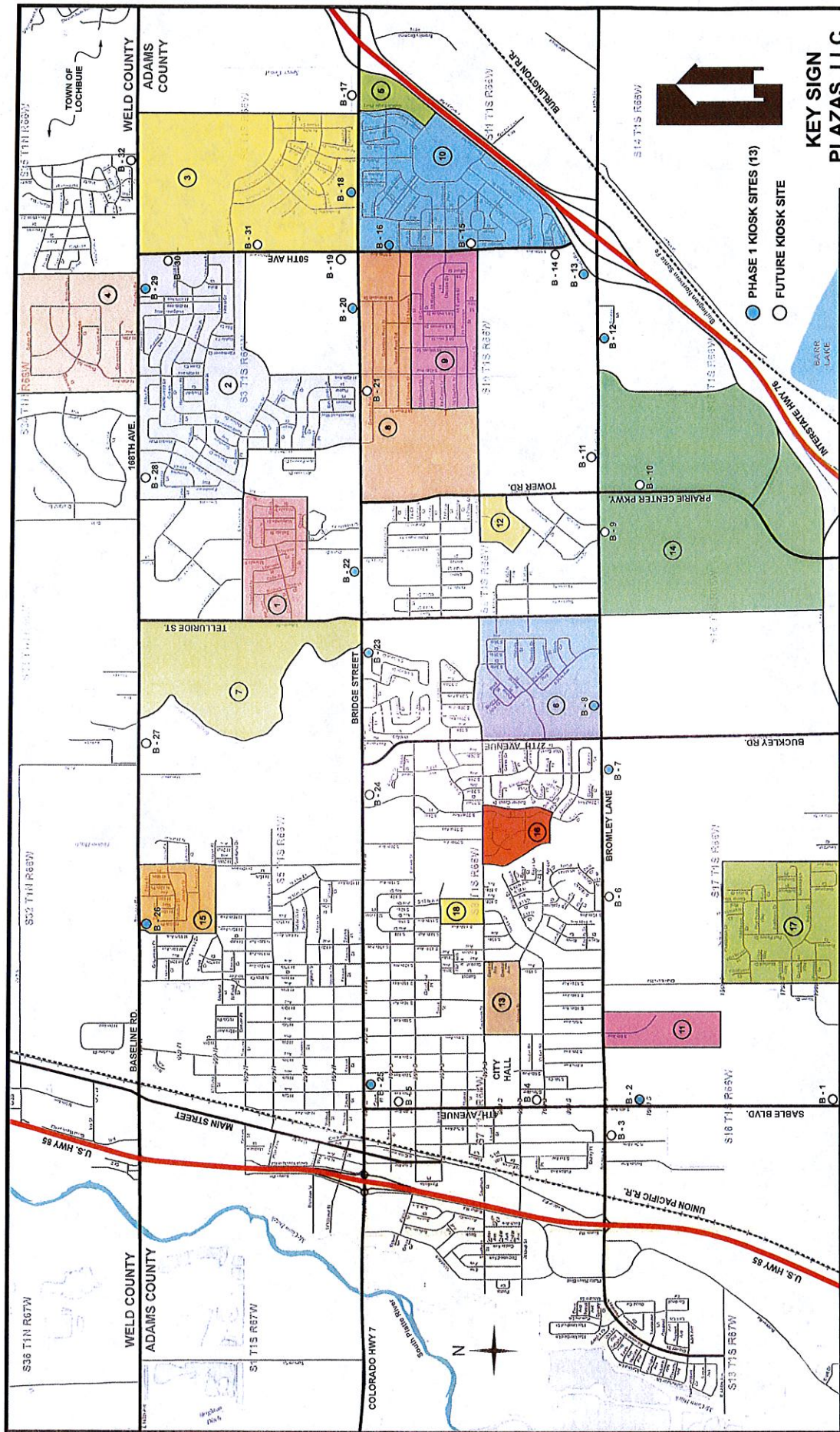
# City of Brighton

Offsite Directional Signage Program



12' tall structure x 4.5' wide  
26" x 52" logo panel  
18" x 48" builder panels





**CITY OF BRIGHTON**  
 OFF-SITE DIRECTIONAL SIGNAGE  
 UPDATED: March 5, 2014

**COMMUNITY LEGEND**

- 1. THE PRESERVE
- 2. BRIGHTON EAST FARMS
- 3. BRIGHTON CROSSING
- 4. THE HOMESTEAD
- 5. SUNFLOWER MEADOWS (MF)
- 6. SUGAR CREEK
- 7. MOUNTAIN VIEW
- 8. WATER TOWER PARK
- 9. THE VILLAGE
- 10. BROMLEY PARK
- 11. SOLAIRE (MF)
- 12. BRIGHTON RESERVE
- 13. LIBRETTO (MF)
- 14. PRAIRIE CENTER
- 15. CHERRY MEADOWS
- 16. PARK PLACE
- 17. INDIGO TRAILS
- 18. PARK VIEW

**KEY SIGN**  
 PHASE 1 KIOSK SITES (13)  
 FUTURE KIOSK SITE

**PLAZAS, LLC**

6551 S. Revere Pkwy, Suite 265  
 Englewood, CO. 80111  
 signplazas@cimarronLA.com





# Brighton

The Pavilions  
Public Parking  
Historic Downtown



Anythink Library  
Chamber of Commerce  
The Armory



City Hall  
Post Office



**BURA**  
Brighton Urban Renewal Authority

**BRIGHTON**  
Historic Development Corporation  
COLORADO





# HUMAN RESOURCES OFFICE

Reference: ***City of Brighton Probation Services***

**To:** Mayor Richard N. McLean and Members of City Council  
**Through:** Manuel Esquibel, City Manager



**Prepared By:** Karen Borkowski Surine, Human Resources Director

**Date Prepared:** 3/3/14

## **PURPOSE**

To update Council on City of Brighton Probation Services.

## **BACKGROUND**

City Council approved having on-site Probation Services for the Brighton Municipal Court since March 2, 2004. Rocky Mountain Offender Management Systems (RMOMS) has provided contract service since the inception of this program. RMOMS provides a qualified professional for every Municipal Court docket date where probation services could be ordered. The presiding Municipal Judge and Court staff is very satisfied with the services received. RMOMS has a local office in Brighton which allows the probation officer to put on ankle bracelets and conduct urinalysis tests locally. They also handle restitution payment plans, public service and offer many classes held here in Brighton assigned by judges that previously would have required defendants to attend classes in Thornton, Northglenn or Westminster.

Joris Johnson, Probation Officer, has provided a minimum of 40 hours of service per week and provides consistent, reliable and professional probations services.

Attached is the January and February report on probationary services provided.

## Tracking for Month to Month 2013

[illegible]

[illegible]